

Attachment 4

Temporary Construction Easement Granted by
Lake Washington Limited Partnership

TEMPORARY CONSTRUCTION EASEMENT

Reference #s of Documents Released or Assigned:.....none

Grantor:.....Lake Washington Limited Partnership,
a Washington Limited Partnership

Grantee:.....City of Seattle

Legal Description (abbreviated):.....Ptn GL 3, Sec 35, Twp 24N, Rg 4E,
King County

Assessor's Tax Parcel ID#:.....352404-9015

RW#2012-021-002

This TEMPORARY CONSTRUCTION EASEMENT, granted this 6th day
of June, 2013, by **Lake Washington Limited Partnership, a
Washington Limited Partnership**, ("Grantor"), to the **CITY OF SEATTLE** ("City"), a
municipal corporation of the State of Washington, acting by and through its Seattle
Public Utilities Department ("SPU") ("Grantee").

WITNESSETH: Grantor, for and in consideration of \$9,600 AND NO/100 dollars
and other valuable consideration, receipt of which is hereby acknowledged, hereby
conveys and grants to Grantee, a Temporary Construction Easement ("TCE") to use
5,951 square feet of land for purposes related to the construction of SPU's planned public
improvements for the 52nd Ave S CSO Reduction and Lower Mapes Creek Restoration
Projects ("Project"), on the following described real property:

As legally described on Exhibit A, a copy of which is attached and
incorporated herein ("Easement Area") and as shown on the map in
Exhibit B, a copy of which is attached and incorporated herein.

This TCE shall include such rights of use in the land above described as are reasonably
necessary for the construction of the Project by Grantee and its contractors. Grantee, its
agents and contractors will not unreasonably interfere with the Grantor's access to and
use of its property except as otherwise provided for herein; provided however, that

Grantor will endeavor to use points of access to the buildings that do not conflict with Grantee's right of use during the terms of this TCE.

Grantor's property has two tenanted buildings (Buildings 1 and 35) along South Henderson Street that are presently occupied. Grantor intends to vacate each building for a period of 30 days in order to renovate the same. Grantee will construct its facility in front of each building during Grantor's renovations. The Grantee shall give the Grantor 95 days notice of the intent to construct in front of each building so that the Grantor can provide 90 days notice to tenants that said buildings shall be vacated. Grantor shall inform Grantee of the date each of said buildings will be vacated. The TCE will commence on the date that each said building is vacated provided however, that in no event shall such commencement of the term of this TCE occur later than December 15, 2013. In the event that Grantor does not give notice of the commencement of this TCE by the aforesaid date, Grantee shall give Grantor 30-days notice of its intent to proceed with the Project. Grantee and its contractors shall construct the Project in such a manner that any private improvements existing in the Easement Area shall not be damaged unless necessary to the Project, but in the event that any are damaged, SPU or its contractors shall repair such damage to a condition as nearly similar as reasonably possible as the condition existing immediately prior to the damage. If Grantee's work, excluding landscaping and other construction work that does not prevent re-occupancy of said buildings, exceeds 30 days and prevents tenants from reoccupying the said buildings, Grantee shall reimburse the Grantor \$722 and NO/100 dollars per day that the Grantee's work delays re-occupancy.

To the extent allowed by law, the Grantee agrees to indemnify Grantor from and against any and all claims, demands, suits, damages, loss or liability arising from the Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence of Grantor.

This TCE shall be binding on the parties, their successors and assigns. The term of this TCE shall terminate one year from the effective date the Grantor gives the aforesaid notice, the date the Project is constructed and accepted as complete by the City (termination date), or December 31, 2014, whichever event occurs first.

Dated this 6th day of June, 2013

GENERAL PARTNER:

Lake Washington Apartments, LLC
By: Southeast Effective Development, Manager

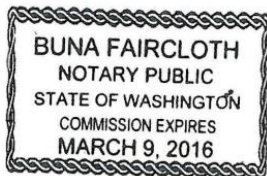
By: Lance Matteson
Lance Matteson
Its: Executive Director

Date: 6/3/13

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Lance Matteson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ (title) of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 3rd day of June, 2013



Buna Faircloth
Name (Print) Buna Faircloth

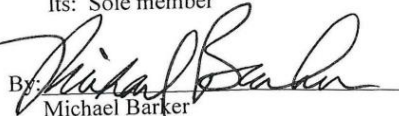
NOTARY PUBLIC in and for the
State of Washington

residing at Seattle

My appointment expires March 9, 2016

By: Bayside Washington, LLC, Member

By: Bayside Communities, LLC
Its: Sole member

By: 
Michael Barker
Its: Authorized Person

Date: 6/3/13

See attached
document

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ (title) of _____ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2013

Name (Print) _____

NOTARY PUBLIC in and for the
State of _____

residing at _____

My appointment expires _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles



Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 3rd day of June, 2013
by Date Month Year

(1) Michael Barker
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) ✓
(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.

Signature Erin Manning Cunningham
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

Exhibit A

TEMPORARY LANDSCAPE AND PAVING EASEMENT DESCRIPTION
PARCEL 3524049015

THAT PORTION OF GOVERNMENT LOT 3, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 52ND AVENUE SOUTH BEING 30 FEET EASTERLY OF THE MONUMENTED CENTERLINE WITH THE SOUTH MARGIN OF SOUTH HENDERSON STREET BEING 40 FEET SOUTHERLY OF THE MONUMENTED CENTERLINE;

THENCE S 88° 41' 40" E ALONG SAID SOUTH MARGIN A DISTANCE OF 504.06 FEET TO A POINT 120 FEET WEST OF THE WESTERLY MARGIN OF SEWARD PARK AVENUE SOUTH;

THENCE S 01° 33' 45" E PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 14.02 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 90.32 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.59 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 45.34 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.37 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 95.21 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 55.61 FEET;

THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;
THENCE N 88° 41' 40" W A DISTANCE OF 45.18 FEET;
THENCE N 01° 18' 20" E A DISTANCE OF 5.00 FEET;
THENCE N 88° 41' 40" W A DISTANCE OF 55.49 FEET;
THENCE S 01° 18' 20" W A DISTANCE OF 5.00 FEET;
THENCE N 88° 41' 40" W A DISTANCE OF 6.65 FEET TO THE EASTERLY
MARGIN OF 52ND AVENUE SOUTH;
THENCE N 01° 15' 48" E ALONG SAID EASTERLY MARGIN A DISTANCE OF
14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,951 SQ. FT., MORE OR LESS.

Exhibit B

